

Z A K O N

O POTVRĐIVANJU UGOVORA O GARANCIJI (VOZNA SREDSTVA - VIŠEDELNE ELEKTROMOTORNE GARNITURE) IZMEĐU REPUBLIKE SRBIJE I EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Ugovor o garanciji (vozna sredstva - višedelne elektromotorne garniture) između Republike Srbije i Evropske banke za obnovu i razvoj, potpisan 8. maja 2009. godine u Beogradu.

Član 2.

Tekst Ugovora o garanciji (vozna sredstva - višedelne elektromotorne garniture) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

(Operation Number 38711)

GUARANTEE AGREEMENT

(ROLLING STOCK - ELECTRIC MULTIPLE UNITS)

between

REPUBLIC OF SERBIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 8 May 2009

GUARANTEE AGREEMENT

AGREEMENT dated 8 May 2009 between **REPUBLIC OF SERBIA** (the "Guarantor") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Guarantor and Public Enterprise Serbian Railways have requested assistance from the Bank in the financing of the Project;

WHEREAS, pursuant to a loan agreement dated the date hereof between Public Enterprise Javno preduzeće "Železnice Srbije" as Borrower and the Bank (the "Loan Agreement" as defined in the Standard Terms and Conditions), the Bank has agreed to make a loan to the Borrower in the amount of EUR 100,000,000, subject to the terms and conditions set forth or referred to in the Loan Agreement, but only on the condition that the Guarantor guarantees the obligations of the Borrower under the Loan Agreement as provided in this Agreement; and

WHEREAS, the Guarantor, in consideration of the Bank entering into the Loan Agreement with the Borrower, has agreed to guarantee such obligations of the Borrower.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 1 October 2007, amended by the Loan Agreement, are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (such provisions as so modified are hereinafter called the "Standard Terms and Conditions").

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions and the Loan Agreement have the respective meanings given to them therein and the following term has the following meaning:

"Guarantor's Authorised

Representative"

means the Minister of Finance of the Guarantor.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article or Section shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of this Agreement.

Section 1.04. Acknowledgement

The Guarantor has been provided with, and hereby acknowledges receipt of a copy of the Standard Terms and Conditions and the Loan Agreement.

ARTICLE II - GUARANTEE; OTHER OBLIGATIONS

Section 2.01. Guarantee

The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of any and all sums due under the

Loan Agreement, whether at stated maturity, by acceleration or otherwise, and the punctual performance of all other obligations of the Borrower, all as set forth in the Loan Agreement.

Section 2.02. Project Completion

The Guarantor shall promptly take measures satisfactory to the Bank to provide the Borrower, or cause the Borrower to be provided, with such adequate support to perform all of its obligations under the Loan Agreement in support of the successful realisation of the Project.

Section 2.03. Other Obligations

(a) The Guarantor shall introduce prior to 31 December 2010, and thereafter maintain a transparent system of financial compensation to the Borrower in respect of the Public Service Obligation in accordance with 2005 Railway Act.

(b) The Guarantor shall, prior to 31 December 2010, formally adopt the regulations relating to access charges using the Serbian Railways Infrastructure Access Regime and Network Statement, prepared by Booz Allen Hamilton, 2007.

(c) The Guarantor shall, prior to 30 June 2011, prepare and approve a performance contract for the financing of railway infrastructure between the Guarantor and the Borrower.

ARTICLE III - MISCELLANEOUS

Section 3.01. Notices

The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For the Guarantor:

Ministry of Finance of the Republic of Serbia
Kneza Milosa 20
11000 Belgrade
Serbia

Attention: Minister of Finance
Fax: +381 11 361 8961

For the Bank:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Attention: Operation Administration Unit
Fax: +44-20-7338-6100

Section 3.02. Legal Opinion

For purposes of Section 9.03(b) of the Standard Terms and Conditions and in accordance with Section 6.02(b) of the Loan Agreement, the opinion or opinions of counsel shall be given on behalf of the Guarantor by the Minister of Justice.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in six copies and delivered at Belgrade, Serbia as of the day and year first above written.

REPUBLIC OF SERBIA

By: _____

Name: Diana Dragutinović, s.r.

Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Thomas Maeir, s.r.

Title: Director

(Redni broj 38711)

UGOVOR O GARANCIJI

(VOZNA SREDSTVA - VIŠEDELNE ELEKTROMOTORNE GARNITURE)

između

REPUBLIKE SRBIJE

i

EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Dana 8. maja 2009.

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UGOVOR O GARANCIJI

UGOVOR potpisan dana 8. maja 2009. godine između **REPUBLIKE SRBIJE** (Garant) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** (Banka).

PREAMBULA

S OBZIROM NA TO DA su Garant i Javno preduzeće „Železnice Srbije” zatražili pomoć od Banke za finansiranje Projekta;

S OBZIROM NA TO DA se u skladu sa Ugovorom o zajmu koji nosi datum ovog ugovora između Javnog preduzeća „Železnice Srbije” kao Zajmoprimca i Banke („Ugovor o zajmu” kao što je definisano u Standardnim uslovima), Banka složila da odobri zajam Zajmoprimcu u iznosu od 100.000.000 EUR prema uslovima iznesenim ili pomenutim u Ugovoru o zajmu, ali samo pod uslovom da Garant garantuje za obaveze Zajmoprimca iz Ugovora o zajmu kako je predviđeno u ovom ugovoru;

S OBZIROM NA TO DA je Garant razmotrio zaključenje Ugovora o zajmu između Banke i Zajmoprimca, i saglasio se da garantuje za obaveze Zajmoprimca iz tog ugovora;

NA OSNOVU TOGA, ugovorne strane su saglasne sa dole navedenim:

ČLAN I - STANDARDNI USLOVI; DEFINICIJE

Odeljak 1.01. Uključenje Standardnih uslova

Sve odredbe Standardnih uslova Banke od 1. oktobra 2007. godine, izmenjene u skladu sa Ugovorom o zajmu, uključuju se u ovaj ugovor i primenjive su na ovaj ugovor sa istim dejstvom kao da su u celosti navedene u ovom ugovoru (ovako izmenjene odredbe u daljem tekstu nazivaju se Standardni uslovi).

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu), osim ako nije drugačije utvrđeno ili ako kontekst drugačije ne nalaže, termini definisani u Preambuli imaju značenja koja su im tamo data, termini definisani u Standardnim uslovima i Ugovoru o zajmu imaju odgovarajuća značenja koja su im data u njima, a sledeći termin ima sledeće značenje:

„Ovlašćeni predstavnik Garanta” označava ministra finansija Garanta.

Odeljak 1.03. Tumačenje

U ovom ugovoru, pozivanje na određeni član ili odeljak, osim kada je drugačije naglašeno, tumači se kao pozivanje na određeni član ili odeljak ovog ugovora.

Odeljak 1.04. Potvrda

Garant je dobio Standardne uslove i Ugovor o zajmu, i ovim putem potvrđuje prijem istih.

ČLAN II - GARANCIJA; OSTALE OBAVEZE

Odeljak 2.01. Garancija

Garant ovim putem bezuslovno garantuje, kao primarni dužnik, a ne samo kao jemac, propisno i pravovremeno plaćanje svih iznosa dospelih prema Ugovoru o zajmu, bilo po utvrđenom roku dospeća, prevremenoj otplati ili nekom drugom osnovu, kao i pravovremeno izvršenje svih ostalih obaveza Zajmoprimca, kako je predviđeno Ugovorom o zajmu.

Odeljak 2.02. Izvođenje Projekta

Garant će bez odlaganja preduzeti mere zadovoljavajuće po Banku da obezbedi Zajmoprimcu adekvatnu pomoć kako bi izvršio sve svoje obaveze iz Ugovora o zajmu u cilju uspešne realizacije Projekta ili će omogućiti Zajmoprimcu da dobije adekvatnu pomoć.

Odeljak 2.03. Ostale obaveze

(a) Garant će pre 31. decembra 2010. godine uvesti, a potom održavati transparentan sistem finansijske nadoknade Zajmoprimcu u vezi sa obavezom o pružanju javnih usluga u skladu sa Zakonom o železnici iz 2005. godine.

(b) Garant će pre 31. decembra 2010. godine zvanično usvojiti propise koji se odnose na naknade za korišćenje infrastrukture, koristeći Režim naknada za korišćenje infrastrukture i Katalog podataka o mreži Železnica Srbije koji je izradila firma Buz Alen Hamilton 2007. godine.

(c) Garant će pre 30. juna 2011. godine pripremiti i odobriti ugovor o ciljevima i zadacima u vezi sa finansiranjem infrastrukture železnice između Garanta i Zajmoprimca.

ČLAN III - RAZNO

Odeljak 3.01. Obaveštenja

U smislu odeljka 10.01 Standardnih uslova navedene su sledeće adrese:

Za Garanta:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd
Republika Srbija

Na ruke: ministru finansija
Faks: +381 11 361 8961

Za Banku:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Na ruke: Operation Administration Unit
Faks: +44-20-7338-6100

Odeljak 3.02. Pravno mišljenje

U smislu odeljka 9.03(b) Standardnih uslova, a u skladu sa odeljkom 6.02.(b) Ugovora o zajmu, mišljenje ili mišljenja pravnog savetnika u ime Garanta biće dato od strane ministra pravde.

U POTVRDU NAPRED NAVEDENOG, ugovorne strane preko svojih propisno ovlašćenih predstavnika postarale su se da se ovaj ugovor potpiše u šest primerka i preda u Beogradu, Srbija na dan i u godini kako je napred navedeno.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Diana Dragutinović, s.r.
Zvanje: ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Tomas Majer, s.r.
Zvanje: Direktor

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.